REMARKS

This amendment is in response to the Final Office Action mailed October 16, 2008, (the "Office Action") Claims 1-25, 29-41 and 50, 51, and 53-62 are pending in the application. Claims 25-28 and 42-49 and 52 have been cancelled without prejudice or disclaimer. Claims 1, 8-10, 16, and 17 have been amended. Claims 11- 15 and 29-41 have been withdrawn. Claims 53-58 have been added. No new matter has been added.

Claim 16 is Allowable

The Office has rejected claim 16 under 35 U.S.C. §102(e), as being anticipated by U.S. Patent No. 6,822,663 ("Wang"). Applicants respectfully traverse the rejections.

The cited portions of Wang do not disclose the specific combination of claim 16. For example, the cited portions of Wang fail to disclose or suggest a content broker module to receive from a remote content provider an updated license key to authorize a set of new usage rights associated with a previously-purchased media asset, as in claim 16.

In contrast to claim 16, Wang discloses an "apparatus and method for transforming existing web pages for display and use with a multitude of Internet appliances, such as PCs, mobile phones, PDAs, and television set-top boxes." Wang provides "a graphical editor that allows the designer to layout device-specific web pages ..." Wang, col. 2, ll. 32-40. The two primary components of the system of Wang are "the Design Console(s) 102 and 104, and the Transform Proxy server 106. ... Design console 104 is shown interacting with the Transform Proxy Server 106 through the Internet 120. Each Design Console includes a graphic web page editor, which allows designers to design and layout a resultant page for a specified web enabled device." Wang, col. 5, ll. 49-61. Wang discloses that "a device type list box 702 contains several classified device types, such as mobile phones, hand PCs, and televisions." Wang, col. 9, ll. 30-39. "Once a user has selected a device type, the device name frame 710 will show a list of all device names that fall under that device type. A device capability frame 712 will show, in detail, the device capability of the selected device type." Wang, col. 9, ll. 44-49. "The editor... generates transform rules 110... that can be interpreted along with the web content information in order to reproduce the web page. The transform rules 110 are communicated to the Transform Proxy Server 106. The rules can be stored on the Transform Proxy Server 106, or on

an associated storage device ..." Wang, col. 5, ll. 60-65. "In response, the web server 122 sends back information such as source content to the Transform Proxy Server 106." Wang, col. 6, ll. 45-46. "The user then needs to select a device type (504) in order to optimize the source content according to the capabilities of the selected device." Wang, col. 8, ll. 50-60

Thus, in contrast to claim 16, Wang discloses a system for designing web pages for "a multitude of Internet appliances, such as PCs, mobile phones, PDAs, and television set-top boxes." Wang, col. 2, ll. 32-36. Wang discloses storing a device identification and device capabilities. Wang, col. 9, ll. 44-49. Knowledge of the device capabilities aids in the design of a web page for the device. However, the cited portions of Wang fail to disclose or suggest a content broker module to receive from a remote content provider an updated license key to authorize a set of new usage rights associated with a previously-purchased media asset, as in claim 16.

Therefore, the cited portions of Wang do not disclose each and every element of claim 16. Hence, claim 16 is allowable. Claims 17-24, 50-51 and 61-62 are allowable, at least by virtue of their dependence from claim 16. Support for the amendments is in the specification at least at paragraphs [0019] and [0022]. Further, the dependent claims recite additional elements not disclosed or suggested by the cited portions of Wang.

For example, the cited portions of Wang fail to disclose or suggest that a set of new usage rights comprises a right to store the previously purchased media asset on a specified device, as in claim 61. Wang discloses allowing a user to select a device type for which a web page is to be designed. Wang, col. 9, ll. 44-49. The cited portions of Wang do not disclose or suggest that a set of new usage rights comprises a right to store the previously purchased media asset on a specified device. For at least this additional reason, claim 61 is allowable.

Claims 1-2 and 4-5 are Allowable

The Office has rejected claims 1-2, 4-5, and 52 under 35 U.S.C. §103(a), as being unpatentable over U.S. Patent No. 7,213,005 ("Maurad") and further in view of Wang. Claim 52 is cancelled without prejudice or disclaimer. Applicants respectfully traverse the rejections.

The cited portions of Maurad and Wang do not disclose or suggest the specific combination of claim 1. For example, the cited portions of Maurad and Wang fail to disclose or suggest a content broker module to provide to a third party content provider a set of new usage

rights associated with a previously purchased media asset, and to acquire a new digital rights license key provided by the third party content provider in response to a subscriber request, the new digital rights license key to authorize the new usage rights requested by the subscriber, as in claim 1.

In contrast to claim 1, Maurad discloses accessing a database of a Content Provider 101, the database containing data to be provided by an end user, such as composer, producer, sidemen, track length, as well as "sample clips by this artist, a history of this artist, the list of albums on which this recording appears, genres associated with this artist." Maurad, col. 61, ll. 19-26. A system of Maurad performs functions including: "licensing authorization and control so that content is unlocked only by authorized intermediate or End-User(s) that have secured a license; and control and enforcement of content usage according to the conditions of purchase or license, such as permitted number of copies, number of plays, and the time interval or term the license may be valid." Maurad, col. 10, ll. 15-28.

Thus, Maurad discloses that usage rights can be stored and unlocked with a license. The cited portions of Maurad do not disclose or suggest receiving a request from a subscriber to obtain new usage rights associated with a previously purchased media asset that are different from the usage rights obtained by the previous purchase of the media asset. The cited portions of Maurad do not disclose or suggest providing to the third party a set of new usage rights associated with a previously purchased media asset, and acquiring a new digital rights license key, the new digital rights license key to authorize the new usage rights requested by the subscriber, as in claim 1.

In further contrast to claim 1, Wang discloses a system for enabling a user to enter a "device type name and the browser name:.. device language type .... Device resolution... device capabilities relating to image, audio, object, script, and other. By checking the appropriate boxes, the appropriate drivers will be used for the information being sent to the content receiving device." Wang, col. 10, ll. 12-25

Thus, Wang discloses that a user may select a custom device type, naming it by name, and may further specify capabilities of the device and that "the appropriate drivers will be used for the information being sent to the content receiving device." Wang, col. 10, ll. 12-25. The cited portions of Wang do not disclose or suggest providing to the third party a set of new usage

rights associated with a previously purchased media asset, and acquiring a new digital rights license key, the new digital rights license key to authorize the set of new usage rights requested by the subscriber, as in claim 1.

Therefore, the cited portions of Maurad and Wang, individually or in combination, fail to disclose or suggest the specific combination of claim 1. Hence, claim 1 is allowable. Claims 2-7, and 53-58 are allowable, at least by virtue of their dependence from claim 1. Support for the amendments is in the specification at least at paragraphs [0019] and [0022].

Claims 3 and 6-7 are Allowable

The Office has rejected claims 3 and 6-7 under 35 U.S.C. §103(a), as being unpatentable over Maurad and Wang in view of U.S. Patent No. 7,290,288 ("Gregg"). Applicants respectfully traverse the rejections.

Claims 3 and 6-7 depend from claim 1, which has been shown above to be patentable over Maurad and Wang. The cited portions of Gregg fail to disclose or suggest the elements of claim 1 not disclosed or suggested by the cited portions of Maurad and Wang. Instead, the cited portions of Gregg describe an authentication process to enable access by a client computer to protected computer resources of a server. Gregg, Abstract, ll. 7-12. The cited portions of Gregg fail to disclose or suggest providing to the third party a set of new usage rights associated with a previously purchased media asset requested by a subscriber, and acquiring a new digital rights license key, the new digital rights license key to authorize the set of new usage rights requested by the subscriber, as in claim 1. Thus, the cited portions of Maurad, Wang and Gregg, alone or in combination, fail to disclose or suggest the specific combination of claim 1, from which claims 3 and 6-7 depend. Hence, claims 3 and 6-7 are allowable.

Claims 8-10 are Allowable

The Office has rejected claims 8-10 under 35 U.S.C. §103(a), as being unpatentable over U.S. Patent No. 7,203,966 ("Abburi), in view of Wang, and further in view of U.S. Patent No. 5,926,624 ("Katz"). Applicants respectfully traverse the rejections.

The cited portions of Abburi, Wang and Katz do not disclose or suggest the specific combination of claim 8. For example, the cited portions of Abburi, Wang and Katz fail to disclose or suggest providing a list of requested new usage rights; receiving the content in a format compatible with the requested new usage rights from the at least one of the content

provider websites; and receiving from the content provider new digital rights license key, the new digital rights license key to authorize the requested new usage rights, as in claim 8.

In contrast to claim 8, Abburi discloses that "digital content 12 may be downloaded from a network such as the Internet..." Abburi, col. 15, ll. 21-23. Abburi further discloses "an interface (not shown) designed to assist the user in obtaining digital content 12... the interface may include a web browser especially designed to search for digital content 12, links to pre-defined Internet web sites that are known to be sources of digital content 12, and the like." Abburi, col. 15, ll. 38-49. Abburi further discloses issuing a license to access the digital content. Abburi, col. 3, ll. 38-60.

Thus, Abburi discloses that a user can acquire digital content and acquire an encrypted license to use the digital content, and further discloses a capability to evaluate license terms. Abburi fails to disclose or suggest receiving a new digital rights license key to authorize requested new usage rights, as in claim 8.

In further contrast to claim 8, Wang discloses that a user may select a custom device type, naming it by name, and may further select a resolution for the device and that "the appropriate drivers will be used for the information being sent to the content receiving device." Wang, col. 10, ll. 12-25. The cited portions of Wang fail to disclose or suggest receiving a new digital rights license key to authorize requested new usage rights, as in claim 8

In further contrast to claim 8, Katz discloses a "digital information library system employing authentication and encryption protocols for the secure transfer of digital information library programs to a client computer system and a mobile digital information playback device removably connectable to the client computer system." Katz, Abstract, See also, Katz, col. 2, ll. 20-29. Katz further discloses that a template of an audio file contains attributes including "1) the title of a book, volume, or medium from which the digital information content originated, 2) the legal copyright associated with the digital information content, 3) audible title(s) of the content, 4) a table of contents of the content, and 5) playback settings for appropriately playing or rendering the digital information." Katz, col. 6, ll. 55-61.

Thus, Katz discloses storing attributes of an audio file and downloading digital information files. The cited portions of Katz fail to disclose or suggest receiving a new digital rights license key to authorize requested new usage rights, as in claim 8

Therefore, the cited portions of Abburi, Wang and Katz, alone or in combination, fail to disclose or suggest the specific combination of claim 8. Hence, claim 8 is allowable. Further, claims 9 -10 and 59-60 are allowable, at least by virtue of their dependence upon claim 8. Support for the amendments is in the specification at least at paragraphs [0019] and [0022]. Further, the dependent claims recite additional elements not disclosed or suggested by the cited portions of Abburi, Wang, and Katz.

For example, the cited portions of Abburi, Wang, and Katz fail to disclose or suggest adapting the content with regard to media format, resolution, fidelity, or bit rate to accommodate the requested new usage rights, as recited in claim 9. For at least this additional reason, claim 9 is allowable.

Claims 17-26 and 50 are Allowable

The Office has rejected claims 17-26 and 50 under 35 U.S.C. §103(a), as being unpatentable over Wang as applied to claim 16, and further in view of Abburi. Applicants respectfully traverse the rejections.

Claims 17-26 and 50 depend from claim 16, which has been shown above to be patentable over Wang. The cited portions of Abburi fail to disclose or suggest the elements of claim 16 not disclosed or suggested by the cited portions of Wang. For example, the cited portions of Abburri fail to disclose or suggest receiving from the remote content provider an updated license key to authorize a set of new usage rights associated with a previously-purchased media asset, as in claim 16.

Instead, Abburi discloses that a user can acquire digital content and acquire an encrypted license to use the digital content, and further discloses a capability to evaluate license terms. The cited portions of Abburi do not disclose processing a request for a change in usage rights in a previously purchased media asset, as recited in claim 16, from which claims 17-26 and 50 depend. Claims 17-26 and 50 are allowable at least by virtue of their dependence upon claim 16. Further, the dependent claims recite additional elements not disclosed or suggested by the cited portions of Wang or Abburi.

For example, the cited portions of Wang and Abburi fail to disclose or suggest that "the content broker module is further to facilitate a distribution of the updated license key and media content to the at least one subscriber" as in claim 17. These references disclose at most a single

license key, without provision for facilitating a distribution of an updated license key at the request of the subscriber. For at least this additional reason, claim 17 is allowable.

Claim 51 is Allowable

The Office has rejected claim 51 under 35 U.S.C. §103(a) as being unpatentable over Wang, in view of Abburi, and further in view of Maurad. Applicants respectfully traverse the rejection.

Claim 51 depends from claim 16, which has been shown above to be patentable over Wang and Abburi. The cited portions of Maurad fail to disclose or suggest the element of claim 16 not disclosed or suggested by the cited portions of Wang and Abburi. Further, the cited portions of Maurad fail to disclose or suggest receiving from the remote content provider an updated license key to authorize a set of new usage rights associated with a previously-purchased media asset, as in claim 16.

Instead, Maurad discloses that usage rights can be stored and unlocked with a license. Maurad does not disclose receiving an updated license key to authorize a set of new usage rights associated with a previously purchased media asset, as recited in claim 16, from which claim 51 depends. Claim 51 is allowable at least by virtue of its dependence upon claim 16.

Claims 42-45 and 47-48

The Office has rejected claims 42-45 and 47-48 under 35 U.S.C. §103(a), as being unpatentable over U.S. Patent No. 7,010,808 ("Leung") in view of Mourad. Claims 42-45 and 47-48 have been cancelled without prejudice or disclaimer, rendering the rejections moot.

Claims 46 and 49

The Office has rejected claims 46 and 49 under 35 U.S.C. §103(a), as being unpatentable over Leung and Mourad, and further in view of Gregg. Claims 46 and 49 have been cancelled without prejudice or disclaimer, rendering the rejections moot.

CONCLUSION

Applicants have pointed out specific features of the claims not disclosed, suggested, or rendered obvious by the cited portions of the references as applied in the Office Action. Accordingly, Applicants respectfully request reconsideration and withdrawal of each of the objections and rejections, as well as an indication of the allowability of each of the pending claims.

Any changes to the claims in this response, which have not been specifically noted to overcome a rejection based upon the cited art, should be considered to have been made for a purpose unrelated to patentability, and no estoppel should be deemed to attach thereto.

The Examiner is invited to contact the undersigned attorney at the telephone number listed below if such a call would in any way facilitate allowance of this application.

The Commissioner is hereby authorized to charge any fees, which may be required, or credit any overpayment, to Deposit Account Number 50-2469.

Respectfully submitted,

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